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Current Topics.

Judge Cluer.

ON Monday, 12th January, he whom the profession knew as Judge CLUER died at the ripe old age of eighty-nine. Although he had retired from the county court bench seven years ago, his sayings and decisions still live in the memory of those whose work took them to the Whitechapel and Shoreditch county court. One of his favourite sayings was that he was only an inferior judge of an inferior court, but the first part at least of this dictum was manifestly false. The practitioner who came into his court for the first time, without knowing, if that were possible, of his repute, was bound to recognise that he was in the presence of an intellectual giant. The fact that he had been an exhibitioner at Balliol might have been sufficient to convince some of his intellectual worth, and it is not surprising to learn that he took a first in honours moderations and a first in literæ humaniores, and was later the editor of several classical text-books. He became Tancred Law Student at Lincoln's Inn and was called to the Bar in 1877. His practice, which was considerable, was mainly common law, on the South-Eastern Circuit and in London. It is worth recording that when he applied to the Home Secretary, Mr. ASQUITH, who had been his contemporary at Balliol, for the Recordership of Deal, and asked if he remembered him, Mr. ASQUITH replied: "Cur non recordar?" and of course appointed him. Not everyone who knew him was aware that from 1895 to 1911 he was a metropolitan police magistrate, for most of the time at Old Street, formerly known as Worship Street. Thus he graduated, as no stipendiary magistrate had done before or since, to the county court bench, and brought with him sixteen years' experience of the ways and means of the inhabitants of the district where he was to continue to administer justice for another twenty-three years. The faith and trust which the poor of the East End rightly placed in his capacity to dispense justice as well as law was obvious from the amount of business that always filled his two courts. Those extremely shabby premises were always crowded with disinterested as well as interested spectators, who forgot the discomfort of the public accommodation and the sordidness of their surroundings in their delight of listening to what was assuredly one of the things worth hearing in London, justice administered among the poor as it ought to be administered, with sympathy and insight, and without a shred of mercy towards those who sought to oppress them. It is not the least tribute to his ability as a judge to record that none excelled him in his knowledge of the county court practice, as well of the recondite mysteries of rent restrictions and workmen's compensation, and woe betide any advocate who ventured into his court with an insufficiently prepared case. He leaves behind him a name which many a judge of a higher court might envy.

Statutory Rules and Orders.

ANOTHER great lawyer whose death we regretfully record was Mr. ALEXANDER PULLING, C.B., who died at the age of eighty-four on Tuesday, 13th January. Mr. PULLING carried on his life work in an atmosphere of inevitable anonymity, but that fact did not diminish the vital and essential character of his work as official editor of the statutory rules and orders. Son of a serjeant-at-law, he was educated at Harrow and at Trinity College, Cambridge, where he was junior optime in the mathematical tripos of 1880. He was called to the Bar at the Inner Temple in 1881. In 1886 he prepared, for the Council of Law Reporting, an index to the *London Gazette* from 1830 to 1886. At about the same time he originated the cumulative law report digests. In 1889, as the result of a memorandum which he presented to the Statute Law Revision Committee, in which he invented the description "Statutory Rules and Orders," he was instructed to prepare an annual volume containing the rules and orders for the year and an index. He edited these annual volumes until he retired in 1923. He also drafted the Statute Law Revision Bill, 1908, and later edited the four volumes containing the legislation of the period of the Act. He was also editor of the official collection of the emergency legislation made during the last war, and published "Pulling's Shipping Code" and a number of articles in the "Encyclopedia of the Laws of England." For some years he was counsel to the Board of Trade on matters relating to tramways and light railways. Working silently and unobtrusively, he lightened the labours of thousands of lawyers, and his name and work should be remembered by the profession with the deepest gratitude.

International Law and Progress.

OBSERVERS with discerning minds cannot fail to have noticed during the many historic events of recent date one which certainly will rank as one of the notable events of the century in the development of international law no less than in world political growth. This was the signing on 13th January by the representatives of nine allied nations at an Inter-Allied Conference at St. James's Palace of a solemn declaration placing among their chief war aims the punishment of the guilty according to law. The declaration, which is drawn up in legal form, recites that Germany, since the beginning of the present conflict, which arose out of her policy of aggression, has instituted in occupied countries a régime of terror characterised in particular by imprisonments, mass expulsions, the execution of hostages, and massacres, and that these acts were being similarly perpetrated by the allies, associates and accomplices of the Reich. It further recites that international solidarity is necessary in order to avoid the repression of these acts of violence simply by acts of vengeance on the part of the general public and in order to satisfy the sense of justice of the civilised world. The recitals further recall that international law, and in particular the Convention signed at The Hague in 1907 regarding the laws and customs of land warfare, do not permit belligerents in occupied countries to perpetrate acts of violence against civilians, to bring into disrepute the laws in force or to overthrow national institutions. Those guilty and responsible, whatever their nationality, are to be sought for, handed over to justice, and judged, and the sentences are to be carried out. Thus by a juridical declaration of the representatives of nine of the peoples of Europe, and in the presence of sympathetic observer representatives from U.S.A., U.S.S.R., China, Canada, Australia, New Zealand and India, the only effective method of repressing international crime by means of sanctions that will punish the guilty and free the innocent has been adopted as a means of preventing its recurrence. The deterrent effect of the successful achievement of this objective the means and end of which is the victory of right and justice, must be enormous, and will constitute an immense step forward from the anarchical conception of relations between nations. By way of contrast there has just been published by Freisler, German Secretary of State in the so-called Ministry of Justice in the Reich, a declaration of a "penal code" to operate in the Polish territory, whereby Poles are expressly debarred from the rights of natives, nor even profit from privileges granted to foreigners considered as "guests of the Reich." Freisler further announces that judges and prosecutors are not obliged to follow blindly the articles of the code in the case of Poles and Jews, but the mere suspicion of a crime is sufficient. This wicked mockery of law and its execution is one of those crimes which will not go unpunished. The catalogue of systematic devilishness indulged in by the modern enemies of humanity has never been equalled in history. The declaration is a fearful summons to the guilty and a beginning of the era in which law, order and civilised justice will supersede reprisals or that revenge, which as Bacon said, is a form of wild justice, in dealings between nations.

Re-sales of Goods : A New Order.

MORE and more, as the war progresses, it is becoming apparent that the effective control of money and prices is as vital as any of the war services. Mr. RAYMOND EVERSHED, K.C., Chairman of the Price Regulation Committee, described the Price Controlled Goods (Restrictions of Re-sale) Order, the provisions of which were published on 16th January, as " an attempt to stop the abuse of goods passing through an unnecessary number of hands, with unjustified increases of price." It will be recalled that s. 4 of the Goods and Services (Price Control) Act, 1941, empowers the Board of Trade to provide by order, as respects goods of any description to which the order applies, for prohibiting except under licence their resale otherwise than by retail, in the course of any business which includes the selling of goods of that description, not being imported goods or goods bought from the manufacturer or importer, as well as the resale of goods which have been bought retail. The present order carries out the terms of this section and includes practically all ordinary commodities, except foodstuffs, which are the concern of the Ministry of Food. A manufacturer cannot evade the provisions of the order by buying from another manufacturer who did not manufacture the goods, and then selling to a wholesaler, merchant or retailer, without a licence to do so. In such a case the trader can only sell the goods by retail. It is also provided that it is illegal for a person to offer for resale in the course of his business goods which he has bought retail. A trader may, however, supply goods to another trader so long as no increase of price results. This will enable traders to help each other out, when supplies run short, and facilitate a more equitable distribution of goods without any rise in price. It is anticipated that it may be necessary to grant licences in certain cases where, according to perfectly proper or established customs, goods have passed, and should pass through the hands of more than one intermediary. Mr. EVERSHED, in announcing the publication of the order, appealed to the public to see that it was made effective by watching prices and reporting over-charging. He said that while the number of prosecutions increased fourfold in 1941, the fines averaged little more than £8 in each case. He feared that such penalties would act as an encouragement rather than as a deterrent to would-be profiteers. It was shocking, he said, in times like these, to find how low morality was. Some people offered large sums of money to traders if they would provide them with more than their share, so that the racketeer knew that he could get the money. People who were not prepared to share their burden of the sacrifice, he said, were just as bad as quislings. As an instance of a really effective deterrent, Mr. EVERSHED mentioned a case in which a trader was fined £70 for an excessive charge for a wrist-watch. There is much wisdom in Mr. EVERSHED'S plea. In war-time sabotage on the currency front is as serious as sabotage in the factories or any other form of treachery, and cannot be dealt with by kid-glove methods. Terms of imprisonment may be imposed under s. 16 of the Goods and Services (Price Control) Act, 1941, and in appropriate cases the courts should not hesitate to order such penalties.

Workmen's Compensation and Colliery Disaster Relief.

THERE is a proposal by The Rev. A. E. DUCKETT in the correspondence columns of *The Times* of 7th January that a national compensation fund should be set up for the families of fatally injured miners. LORD ASKWITH, in the issue of 12th January, doubted the validity of the suggested remedy of forced weekly contributions from all colliery employers and employed, and feared a consequent stoppage of charitable appeals. In disasters like Gresford or Sneyd, his lordship said, large sums are subscribed and go to those connected with that particular disaster, while no account is taken of the smaller cases occurring again and again in the same district. Authority, he said, may be required by an Act of Parliament, but let the Board of Trade and Ministry of Mines act in time and effect a much-needed reform of relief and procedure so as to control and allocate the flood of charity funds. His lordship suggested that the balance of such funds, after a fair amount had been allocated to the particular charities for which they were subscribed, might be put under the control of associations in the district, under the general supervision, if advisable, of the Ministry of Mines. Mr. HERMANN LEVY criticised the proposal of The Rev. DUCKETT in *The Times* of 14th January on the ground that it was unpractical. He asked if there was any reason why the families of miners should have more compensation than those of other workers, killed in industrial accidents or by disease, even if accidents in mines appeared particularly tragic and probably constituted 40 to 50 per cent. of all fatal injuries compensated under the Workmen's Compensation Acts. He pointed out that the compensation fund system was actually introduced for coal-mining by the Workmen's Compensation (Coal Mines) Act, 1934, so that for this occupation at any rate industrial insurance in Britain is now compulsory by statute. He wrote that if this principle were embodied by new workmen's compensation legislation, it would mean a great step forward, but it would actually be a step backward if the workers were asked to contribute to the scheme. Such contributions, he said, are contrary to all the precedents of industrial accident assurance, which has always been, and must remain, a burden on the employer. Apart from this, he suggested, it might be considered fairer to grant a pension of, say, two-thirds of the weekly earnings of the deceased, instead of a lump sum as at present. All such reforms, however, ought not to be limited to mining disasters, but embodied in a general national reform of workmen's compensation. It is natural, however, it may be permitted to point out, that heavy mining disasters should call forth generous public expressions of sympathy, and the problem of allocating the funds so created still remains to be solved on an equitable basis.

Paper Saving and Limitation of Actions.

SOME weeks ago a correspondent in *The Times* suggested that that provision in the Limitation Act, 1939, which bars the bringing of actions based on simple contract debts after the lapse of six years from the time when the cause of action arose should be repealed and a shorter period substituted in order to help the paper-saving campaign. Whether this suggestion is desirable or fair is probably so controversial as to make it impracticable to obtain the passing of the necessary measure in war-time. One may agree, however, to a temporary extension of the principle *interest republicæ ut sit finis litium* without desiring its radical extension to the hurt of any particular section of the community. That temporary extension may be brought about by the professional legal community by an even greater disposition than hitherto towards the settlement of pending litigation, thus helping the State by saving valuable paper that would otherwise be wasted on copies of correspondence, brief, proofs and all the other miscellaneous documents which go to the composition of the perfect lawsuit. There would, no doubt, be some " moaning at the bar," but the profession as a whole, it is submitted, would be proud to add to its already not unsubstantial sacrifice in the interests of the State. If, however, there is nothing that can be done to increase the already high inclination to settle lawsuits, there is one important respect in which everybody, and particularly lawyers, can help in the paper-saving campaign. Every day sees the end of a six years' period, and a few minutes devoted every day by everyone to a selection from his private papers of those which, owing to the beneficent operation of the Limitation Act, 1939, are no longer of any value except as waste paper, may save the nation many tons of that valuable material.

Recent Decisions.

IN *Feigenbaum* v. *Sutcliffe* on 12th January (p. 27 of this issue), the Court of Appeal (DU PARCQ, L.J., and LEWIS, J.) held that the supplying of coal by arranging for a merchant to deliver coal at the premises was not " attendance " within s. 12 (2), proviso (i), of the Rent and Mortgage Interest (Restrictions) Act, 1920, so as to take the premises out of the control of that Act.

In *Morton, W. C.* v. *Morton, M. A.*, on 14th January (*The Times*, 15th January), a Divisional Court of the Probate, Divorce and Admiralty Division (the President and HODSON, J.) held that there was no wilful neglect to maintain a married women within six months of the cause of complaint where the husband had been paying £1 a week punctually in accordance with the heads of an agreement made in 1930 and she had accepted it for seven years without a murmur.

In *R.* v. *Roberts* on 16th January (*The Times*, 17th January), the Court of Criminal Appeal (HUMPHREYS, WROTTESLEY and CROOM-JOHNSON, JJ.) allowed an appeal against a conviction of murder by shooting in a case in which the defence was accident and the learned judge at the trial directed the jury that it was not open to them to return a verdict of manslaughter. In the opinion of the court there was evidence on which the jury could find a verdict of manslaughter, and the court applied s. 5 (2) of the Criminal Appeal Act, 1907, and substituted a verdict of manslaughter and imposed a sentence of ten years' penal servitude.

In *Moscrop* v. *London Passenger Transport Board* on 15th January (*The Times*, 16th January), the House of Lords (LORD MAUGHAM, LORD RUSSELL OF KILLOWEN, LORD MACMILLAN, LORD WRIGHT and LORD PORTER) unanimously allowed an appeal from the Court of Appeal and held that a term in an agreement settling a strike that an official of the Transport Union should be allowed to represent members of that union on appeals to a disciplinary board was not an unlawful condition imposing a disadvantage on non-members of the union within s. 6 (1) of the Trade Disputes and Trade Unions Act, 1927.

In *London Fan & Motor Co., Ltd.* v. *Silverman*, on 14th January (*The Times*, 15th January), STABLE, J., held in a case in which tenants had given a notice of disclaimer of an underlease by reason of war damage, in accordance with s. 4 (2) (*a*) of the Landlord and Tenant (War Damage) Act, 1939, and a quarter's rent had been paid in advance a week before the date of the notice of disclaimer, that s. 13 of the Landlord and Tenant (War Damage) (Amendment) Act, 1941, which came into force some months later on 7th August, 1941, did not operate retrospectively, so as to make the rent paid in advance apportionable and any part paid by the tenants in respect of a period subsequent to the notice of disclaimer returnable to the tenants.

A Conveyancer's Diary.

1941. Chancery III.

THERE are two rather interesting cases about the effects of contracts to sell land, with particular reference to the position of agents employed in such transactions.

Fay v. *Miller, Wilkins & Co.* [1941] Ch. 360, was a purchaser's action for specific performance, the auctioneers being joined as defendants to an alternative claim for damages for breach of warranty of authority. The auctioneers, as agents for one Clara Hill, put up for sale a house which Clara Hill was in a position to sell as personal representative of another. The special conditions reserved to the vendor the right to fix a reserve price. It was held, by all the learned judges concerned, that the vendor had fixed a reserve price of £750, so that the auctioneer's authority was limited to a sale for £750 or more. None the less, the house was knocked down to the plaintiff for £600 and the auctioneers signed a memorandum ratifying the sale and took a deposit. The plaintiff also signed a statement saying that she had taken the property " subject to the accompanying conditions of sale."

Bennett, J., refused to give judgment for specific performance, as the auctioneers had no authority to sell for £600. He also gave judgment for the auctioneers on the claim for breach of warranty of authority, on the ground that there was no enforceable contract, having regard to L.P.A., s. 40 (better known as s. 4 of the Statute of Frauds). There seems to be an interesting preliminary question of common law, viz., whether it is correct that an agent escapes liability for breach of warranty of authority merely because the contract into which he has purported to enter would, apart from the question of authority, have been unenforceable by reason of s. 40. That section does not nullify the contract, which is perfectly valid. It merely says that " no action may be brought upon " it. This question is not discussed in the report and further treatment would hardly be in place here. Assuming, however, that an agent who acts in excess of his authority escapes liability if the contract chances to be unenforceable, the question was whether this particular one was unenforceable. The record of the contract showed a space for the insertion of the vendor's name, but the space was left blank. The special conditions stated, however, that " the vendor will convey as legal personal representative." It was argued that this clause was inserted with the view, not of identifying the vendor, but of saying in what capacity she would convey, and that the words used merely meant that the ultimate conveyance would contain those covenants for title which arise under the L.P.A. where a vendor is expressed to convey as personal representative, and that it would not contain any wider covenants. Apart from the L.P.A., I do not think this argument could have got on its feet at all, as it had been held in *Catling* v. *King* (1887), 5 Ch. D. 660, that an exactly similar clause (save that the vendor was there stated to be selling as a trustee for sale and not as a personal representative) constituted a sufficient identification for the purposes of the Statute of Frauds: see also the even better-known case of *Rossiter* v. *Miller*, 3 App. Cas. 1124. It was argued, however, that by reason of the statutory provisions the meaning of the clause had changed, and that its meaning at the present day was that the vendor was not only contracting as personal representative, but would convey expressly as such, thus importing the statutory covenants for title. This argument was, however, completely punctured by Clauson, L.J., who pointed out that the L.P.A. says that the implied covenants are only to be effective if the vendor both does convey and also is expressed to do so as personal representative. Consequently, the words in the contract were referable to making clear the capacity in which the vendor was conveying; in the conveyance no doubt that fact would be expressly mentioned, e.g., by the phrase " the personal representative of A.B., deceased, as personal representative hereby conveys." At the stage of contract, beyond which this matter had not gone, there would, of course, be no such implied covenants, so that the phrase in question meant what it always did mean; consequently the case was not distinguishable from *Catling* v. *King*. We may take it, therefore, that a clause in the contract saying that the vendor conveys as the personal representative is a sufficient description, even if the vendor's name never appears at all. After all, it would be possible to discover after seeing the proper title who in fact was the personal representative of A.B.; and in any case such a description, as was pointed out in *Catling* v. *King*, is at least as unambiguous as giving the vendor's name, if the name is at all common, as was that of the Mr. William King involved in that case.

The other case is *Luxor (Eastbourne), Ltd.* v. *Cooper* [1941] A.C. 108, which is of some importance as correcting certain erroneous ideas about the commission due to agents upon the sale of realty. The erroneous idea was that if I put my house into the hands of an agent and he produces a purchaser, I have, even in the absence of an express term in the contract, a duty to the agent not to do anything to prevent his earning his commission, as by allowing the sale to go off, or by selling to another purchaser of my own choosing. The two cases on which this doctrine rested were both in the Court of Appeal, namely, *Trollope* v. *Martyn* [1934] 2 K.B. 436, and *Trollope* v. *Caplan* [1936] 2 K.B. 382. I do not think the idea can have been an altogether new one, as I remember a case in the same month as *Trollope* v. *Martyn* in which an agent sought to influence his vendor to close with the agent's own nominee rather than with another, by threatening to insist on his commission in any event. Personally, I have never been able to understand the *Trollope Cases*, and I am glad that the only tribunal competent to do so has now declared that they were wrongly decided, or, at most, were authority only on their own facts.

The facts of the *Luxor Case* were complicated, but the vital ones were few. A vendor put a certain property into the hands of an agent, promising that if the agent could bring about a sale at £185,000 he should have £10,000. The agent produced a willing and able purchaser for the right figure. The vendor sold to someone else, and the agent sued for his £10,000. The House of Lords were unanimous that he could not have it. The judgments of the noble and learned lords will well repay study, as they deal with the first principles applicable to this class of case. The following points emerge: an agent is not " employed " in the sense in which a servant is employed. There are no mutual obligations at all, save that the vendor is bound by a contingent promise to pay the agent £*x* in a certain event. The agent is under no duty to do anything at all. But if he chooses to incur expense, as by advertising, with a view to earning commission, the vendor has no duty to reimburse him. Where a commission is earned it is generally pretty handsome compared with the quantity of work involved. In the case before the House, the plaintiff claimed £10,000 for performing quite a few not very exacting duties; the sum was, as one noble and learned lord observed, the same as is the reward of a year's work by a Lord Chancellor (and, incidentally, much more than a Lord of Appeal in Ordinary gets paid in a year). The lords quite clearly regarded the position between vendor and agent as one of ordinary contract, to be regulated by the terms of the contract and the general law. The law does not imply or superadd to the express bargain any terms peculiar to this class of contract. The contract may be, and often is, informal and loose, so that the court may have difficulty in construing it. But the court's task is to ascertain and interpret the bargain that was made and not to make some other contract for the parties. Once the condition which is the term of payment has been fulfilled, the agent has a vested right to payment. Thus, if he is to be paid upon bringing about a sale and (having authority to enter into a contract for sale) does enter into such a contract, enforceable by both sides, he has a right to his commission even if the vendor refuses to complete. But until the condition precedent is fulfilled, the agent has no rights except upon condition.

The position adopted by the Lords is, if I may respectfully say so, consonant with justice and reason. The result of the *Trollope Cases* would really be that every agent would be, *qua* his commission, in as good a position as a sole agent, and it would necessarily often happen that a vendor would be liable for two or more lots of commission on one sale. Moreover, the vendor's right to sell to whom he pleases would be lost. That would often not matter on an out and out sale, as the vendor is mainly interested in getting his money, but it might do so even there, since one can imagine cases in which a vendor would not wish to sell to a purchaser who, though able and willing, would " let the neighbourhood down." But if the *Trollope* propositions had been right at all, they would have applied to the creation of leases as well as to absolute sales, and in the case of a lease the character of the lessee is generally quite as important as his willingness and ability. To fetter a prospective lessor's right to say " No " to an undesirable lessee, merely in order that the agent may make a commission, seems quite intolerable. From these dangers the House of Lords has saved us. No doubt an attempt will be made to resurrect the *Trollope* position by the use of more or less clear express terms. Practitioners should be watchful to protect their lay clients against such clauses if they have an opportunity to do so.

The War Damage Commission has decided that where the cost of work of making good war damage is being paid by instalments as the work proceeds, charges for professional fees (in accordance with the scale and conditions issued by the Commission) borne by the claimant may be accepted as part of an instalment claim, on the following basis:—

(*a*) In cases in which a firm contract is entered into for the whole of the work there will be admitted as part of the first instalment the actual fees already paid by the claimant up to an amount not exceeding two-thirds of the total estimated fee. The balance will normally be paid with the final instalment claim. In those special cases where the claim is a very large one consideration will be given to the question of further advances on account of fees as part of intermediate instalments.

(*b*) Where the work proceeds on the footing of a prime cost contract, with no firm basis on which to estimate the total amount of fees allowable, the permitted instalment in respect of fees will not exceed the appropriate scale percentage on the cost of the work so far executed.

Mr. Arthur Hill, retired solicitor, of Ditchling, left £43,926, with net personalty £39,965.

Mr. Edward Digby Hildyard, barrister-at-law, of Eastgate, Durham, left £98,763, with unsettled estate £5,774 and settled land now valued at £92,989.

Landlord and Tenant Notebook.

War Damage: Implied Covenants and Forfeiture.

It is usual for a proviso for re-entry to distinguish two causes of forfeiture: non-payment of rent, and breach of covenant generally. Whether such a proviso would operate in the case of tenant's implied covenants which are implied by the common law has not and is not likely to be decided, for the simple reason that anyone who takes the trouble to insert a forfeiture clause will hardly omit express covenants. But there are covenants which are imported into leases by the legislature, and a notable recent example of a tenant's covenant so imported is the covenant to reinstate provided for by s. 10 of the Landlord and Tenant (War Damage) Act, 1939. When a tenant gives a notice of retention in respect of damaged premises "there shall be implied in the lease . . . a covenant by the tenant with the landlord that the land shall be rendered fit as soon as is reasonably practicable after the date when the notice was served." Suppose, then, that a tenant gives notice of retention but the land is not rendered fit within a reasonable time; that the lease entitles the landlord to re-enter in the breach of any covenant; does the re-entry clause apply, and provide a cause of forfeiture?

This is, of course, not the first time that an Act of Parliament has modified the terms of a lease or authorised their modification. When alterations are prescribed under the Factories Act, 1937, the lease may be modified by, and the expense of carrying them out may be apportioned by, a county court (ss. 146, 147). Under the Housing Act, 1936, s. 160, when a clearance or demolition order is made, leases of properties affected may be determined by like tribunals on terms which may likewise override those of the leases concerned. But I do not think that anything like the introduction of a new covenant has been provided for in this way.

What we have had is in the importing of a covenant from the very start: for such was held to be the effect of successive provisions in statutes concerned with housing which made the landlord responsible for the habitable condition of premises. This was first established by *Walker and Wife* v. *Hobbs* (1889), 23 Q.B.D. 458, when the relevant enactment was the Housing of the Working Classes Act, 1885, s. 12: in any contract for the letting of a dwelling-house for occupation by members of the working-class "there shall be implied a condition that that house is at the commencement of the holding in all respects reasonably fit for human habitation." The provision was described as a "condition" (and did not extend to maintenance of the state of repair), and in those days industrial legislation had not yet stimulated practitioners to exploit the possibilities of an action for breach of statutory duty. But when the ceiling of recently taken abode came down on their heads, the plaintiffs sued their landlord for breach of contract. It was held that they were entitled to damages, their remedy not being limited to a right to throw up the tenancy. More recently, in *Jones* v. *Geen* [1925] 1 K.B. 659, there was much discussion, but no decision, whether s. 5 of the 1920 Rent, etc., Act—"the landlord shall be deemed to be responsible for any repairs in respect of which the tenant is under no express liability"—imposed contractual responsibility; that it did not was the view expressed in *Morgan* v. *Liverpool Corporation* [1927] 2 K.B. 131 (C.A.). But the latter again afforded further authority for the proposition that a statute could confer contractual rights—though by now the enactment itself had become less vague about it—in extending the liability to maintenance Parliament said: "there shall be implied . . . an undertaking that the house will be kept by the landlord during the tenancy in all respects reasonably fit for human habitation." For the court held that this undertaking had all the incidents of a landlord's covenant to repair springing from agreement: thus the landlord was not liable for defects not brought to his notice.

But if housing legislation has introduced first an implied covenant limited operating at the commencement of the term and then one which operates at and throughout the term, war damage legislation has given us covenants which vary the rights of the parties as from a date during the term. Now take two different forms of proviso: (1) "Provided always that on any breach of any of the covenants by the lessee *herein contained* the lessor may re-enter upon, etc."; (2) "Provided always that if the lessee shall do or omit to do any act or thing whatsoever in breach or non-performance of the covenants and agreements *herein contained*, and on his part to be observed and performed, then and thenceforth, etc." It will be seen that in either case the question whether breach of, say, the covenant that the land shall be rendered fit implied under s. 10 of the Landlord and Tenant (War Damage) Act, 1939, must depend on the connotation of the expression "herein contained."

The arguments likely to be advanced by the respective parties are obvious. The tenant would urge that "herein contained" meant contained in the lease he accepted when he accepted it and signed the counterpart; the landlord that what Parliament had put into a lease, no matter when, was contained in it till Parliament took it out again. The argument that if the legislature had meant a certain thing it would have gone on to express it clearly is not often conclusive, but it is worth noting that it succeeded in *London Fan & Motor Co., Ltd.* v. *Silverman*, reported in *The Times* of 15th January, in which it was held that the Landlord and Tenant (War Damage) (Amendment) Act, 1941, s. 13 (forehand rent to be recoverable on disclaimer of lease of premises rendered unfit by war damage), was not retrospective, and consequently did not apply to a lease disclaimed on 23rd April, 1941. If the legislature had intended that s. 13 should be construed in a retrospective sense, said Stable, J., it would have been so easy to add the words "whether before the coming into operation of this Act or afterwards."

One thinks of the various authorities on the question whether a covenant to repair covers buildings erected since the term began. The principles are well settled, if not always easy to apply. A covenant with general wording, or one which refers to buildings to be erected, applies to the new matter (*Brown* v. *Blunden* (1683), Skin. 121; *Field* v. *Curnick* [1926] 2 K.B. 374); but not one which specifies or even describes existing buildings and features (*Cornish* v. *Cleife* (1864), 3 H. & C. 446). On these principles, it might be argued that the proviso for re-entry would not extend to a covenant introduced into the lease at a later date.

There is much to be said for the contention that, as the covenant to render fit is not inserted unless and until the tenant elects to retain, he must be deemed to be aware of the proviso in his lease and to have taken that into consideration: the addition to what was "contained" is his own doing.

But war damage legislation of more recent origin has introduced a possible situation to which the above would not apply. The Landlord and Tenant (War Damage) (Amendment) Act, 1941, s. 5 (4), contemplates the case of property damaged but not rendered unfit, so that there is no question of election. Before this Act was passed and before the War Damage Act, 1941, was passed, s. 1 of the Landlord and Tenant (War Damage) Act, 1939, absolved the tenant (as it would the landlord) from fulfilling his covenant to repair. But the War Damage Act, 1941, provided for a possible "cost of works" payment, and so the subsection above mentioned restores the effectiveness of any "obligation to repair" which would require the tenant to make good the war damage or the greater part thereof. So one may have to consider, in a case in which the War Damage Commissioners have decided upon a cost of works payment and the lease contains a tenant's covenant to repair, whether the "obligation to render the land fit"—it is not called a "covenant" or said to be "implied in the lease," but cannot operate unless there is a covenant—should rank as a "covenant herein contained."

Obituary.

His Honour A. R. Cluer.

His Honour Albert Rowland Cluer, Judge of the Whitechapel and Shoreditch County Courts from 1911–34, died on Monday 12th January, aged eighty-nine. An appreciation appears *ante*, p. 23.

Mr. Alexander Pulling.

Mr. Alexander Pulling, C.B., who published and co-ordinated the Statutory Rules and Orders for thirty-two years, died on Tuesday, 13th January, aged eighty-four. An appreciation appears *ante*, p. 23.

Mr. F. P. Fausset.

Mr. Frederick Porter Fausset, barrister-at-law, died on Monday, 12th January, aged sixty-four. Mr. Fausset was called by the Inner Temple in 1902.

Mr. T. Cross.

Mr. Thomas Cross, solicitor, of Messrs. Freeman, Cross & Son, solicitors, of Birmingham, died recently aged eighty-five. Mr. Cross was admitted in 1880.

Mr. W. Dewhirst.

Mr. William Dewhirst, solicitor, of Messrs. Wm. Dewhirst and Sons, solicitors, of Keighley, died on Thursday, 8th January, aged eighty. He was admitted in 1887.

Mr. A. A. Newman.

Mr. Albert Augustus Newman, solicitor, of Newport, Mon, died on Sunday, 11th January, aged eighty-six. Mr. Newman was admitted in 1877 and was formerly Town Clerk of Newport.

Mr. R. H. B. Parnall.

Mr. Robert Herbert Boyd Parnall, solicitor, of Newport, Mon, died on Sunday, 11th January. He was admitted in 1887, and for many years was treasurer of the Monmouthshire Incorporated Law Society.

Sgt.-Observer H. N. Smith, R.A.F.V.R.

Sergeant-Observer Harry Noel Smith, R.A.F.V.R. (Legal Department, The National Guarantee & Suretyship Association, Ltd.) died on Wednesday, 14th January, as the result of an aircraft accident. He served his articles with Messrs. Peacock and Goddard, solicitors, 6, Aldford Street, Park Lane, London, W.1.

To-day and Yesterday.

LEGAL CALENDAR.

19 January.—On the 19th January, 1836, Lord Chief Justice Denman wrote to his wife: "There is much talk of the Attorney-General's being passed over, his indecent boast that he had resigned, and the oddity of his subsequent reconciliation. Littledale just now at a meeting of the judges complimented Lord Abinger on his daughter's elevation. He said, rather abruptly 'it was no matter of congratulation to him'." The Attorney-General was the future Lord Chancellor Campbell, son-in-law of Lord Abinger, and a very expert place hunter. The crisis alluded to had arisen from his having been passed over when the office of Master of the Rolls was vacant. He had thereupon resigned, but had consented to be appeased on his wife being raised to the peerage as Baroness Stratheden.

20 January.—Standish O'Grady, son of Darby O'Grady of Mount Prospect in County Limerick, was born on the 20th January, 1766. He was called to the Bar, went the Munster Circuit and became Attorney-General in 1803. He was raised to the Bench as Chief Baron of the Exchequer in 1805, making a sound and able judge. Both in his judicial and his private capacity he proved himself a wit. He retired in 1831 and was created Viscount Guillamore. He was a tall, handsome man with a fine presence.

21 January.—The great highwayman, Claud Duval, was born in Normandy, the son of a jolly miller. When the Restoration of Charles II brought back to England a flood of noble exiles, he went in the train of one of them as a footman. Drinking, gaming and lovemaking soon brought his funds low, and he turned highwayman, quickly rising to the top of his new profession. Young, handsome, brave, elegant and well-spoken, he made it his boast that he never encountered any person of either sex whom he did not overcome. He was so skilful a cheat at cards that his winnings were always attributed to good luck, and by a close study of curious and little-known scraps of information he regularly succeeded in making money out of wagers with the unwary. The most extraordinary thing about him was his unvarying success with women, and while he lay in Newgate after being captured drunk at the "Hole in the Wall" in Chandos Street, ladies of quality visited him regularly and interceded for his pardon. There were shrieks and swoonings in court when he was condemned and his fond admirers accompanied him even to the gallows at Tyburn on the 21st January, 1670, where he died in his twenty-seventh year.

22 January.—The next day, the 22nd January, Duval was buried in St. Paul's, Covent Garden, amid many flambeaux and a numerous train of mourners, most of them ladies; having lain in state all night at the "Tangier" tavern in St. Giles's. On a white marble stone was engraved this epitaph:

"Here lies Duval. Reader if male thou art
Look to thy purse, if female to thy heart.
Much havoc hath he made of both; for all
Men he made stand and women he made fall.
The second Conqueror of the Norman race,
Knights to his arms did yield and ladies to his face.
Old Tyburn's glory, England's bravest thief,
Duval the ladies' joy! Duval the ladies' grief!"

23 January.—The 23rd January was formerly the first day of Hilary Term. The Lord Chancellor and the judges with their officers and trainbearers walked in procession through Westminster Hall. Opposite the Court of Common Pleas stood the serjeants-at-law and bows were exchanged. Then the Lord Chancellor shook hands with the first serjeant saying: "How d'ye do, brother. I wish you a good term." He thus greeted each of the serjeants in turn and so did all the other judges of the King's Bench, Common Pleas and Exchequer. They all then retired to their respective courts and commenced legal business.

24 January.—In 1825 the 23rd January fell on a Sunday and so the courts were opened on the following day. Repairs and alterations were being made in the accommodation at Westminster and so after the judges had refreshed themselves at Lincoln's Inn the Lord Chancellor remained to keep his term in the Hall there. The serjeants, instead of awaiting the ceremonial greetings in Westminster Hall itself, took their places in the Common Pleas, the judges of that court going straight there. The carriages of the King's Bench judges turned right at the top of Parliament Street and took them to the new Sessions House where they were to sit till the new King's Bench court was ready.

25 January.—In 1881 President Garfield was fatally shot at a Washington railway station by Charles Guiteau, a disappointed office-seeker. The trial of the murderer went on for several weeks and concluded on the 25th January, 1882. The judge's charge lasted an hour and a half and the jury, after deliberating for an hour, brought in a verdict of "Guilty." Guiteau was sentenced to be hanged. He said he shot the President in a fit of "inspiration."

Mr. John Curzon Ingle, LL.D., solicitor, of Wimbledon and of New Broad Street, E.C., left £30,944, with net personalty £28,320.

Mr. Charles Wimpenny King, solicitor, of March, Isle of Ely, left £52,536, with net personalty £50,417.

Notes of Cases.

APPEALS FROM COUNTY COURT.

Feigenbaum *v.* **Sutcliffe.**

du Parcq, L.J., and Lewis, J. 12th January, 1942.

Landlord and tenant—Rent restrictions—Application of Acts—Payments for attendance and use of furniture—Increase of Rent and Mortgage Interest (Restrictions) Act, 1920 (10 & 11 *Geo.* 5, *c.* 17), *s.* 12 (2), *proviso* (i); *Rent and Mortgage Interest Restrictions Act*, 1923 (13 & 14 *Geo.* 5, *c.* 32), *s.* 10 (1).

Appeal from a decision by His Honour Judge Forbes at Aylesbury County Court on 7th November, 1941.

The appellant had sued in the county court for a declaration that two rooms in a house at Wendover were controlled under the Rent and Mortgage Interest Restrictions Acts, 1920 to 1938. The appellant had taken the two rooms on a weekly tenancy from the respondent in August, 1940, at a rent of £1 a week. The rooms were then furnished, and the rent of £1 per week also covered payments in respect of the provision of coal and electricity and the use of the kitchen and the bath. In October, 1940, the appellant desired to bring her own furniture from London and a new agreement was made by which the rooms were let to her unfurnished except for certain trivial items of furniture, at a rent of £1 1s. a week, the appellant to pay for half of the electricity which she used. In August, 1941, the respondent served the appellant with notice to quit. The learned county court judge held that the value of the furniture left on the premises by the respondent in October, 1940, was not substantial, but that the provision of coal by the respondent was "attendance" within the meaning of s. 12 (2), proviso (i), of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. This provides that the Act "shall not . . . apply to a dwelling-house *bona fide* let at a rent which includes payments in respect of board, attendance, or use of furniture." By s. 10 (1) of the 1923 Act, for the purposes of the above proviso, a dwelling-house "shall not be deemed to be *bona fide* let at a rent which includes payments in respect of attendance or the use of furniture unless the amount of rent which is fairly attributable to the attendance or the use of furniture, regard being had to the value of the same to the tenant, forms a substantial part of the whole rent." His Honour therefore held that the action failed.

DU PARCQ, L.J., said that the decision of the county court judge that the rooms were for the purposes of the Acts, unfurnished, was correct, but on the second point (as to whether the supplying of coal was "attendance") the decision was wrong. It was impossible to hold that the supplying of a commodity, as distinct from the mere carrying of it on the premises was attendance. The appeal must be allowed.

LEWIS, J., agreed.

COUNSEL: *Geoffrey Crispin; Baskerville.*

SOLICITORS: *Raymond Pollard & Co.; Kirby, Millett & Ayscongh.*

[Reported by MAURICE SHARE, Esq., Barrister-at-Law.]

CHANCERY DIVISION.

In re **Apex Supply Co., Ltd.**

Simonds, J. 18th November, 1941.

Hire purchase—If agreement determined lump sum to be paid by hirers—Whether clause void—Penalty or liquidated damages.

Adjourned summons.

By a hire-purchase agreement dated the 1st July, 1940, the applicants sold to A. Ltd. certain machinery for £1,270 payable over a period of twelve months. By cl. 2 (10) it was provided that if A. Ltd. should return the goods or the applicants should retake possession under the powers therein contained, A. Ltd. should pay a further sum which with the previous payments made by them should amount to £1,020 12s. by way of compensation for the depreciation of the said goods. The machinery was duly delivered. On the 26th August, 1940, a winding up order was made against A. Ltd. The applicants in exercise of their powers under the agreement retook possession of the machinery. A Ltd. had made payments amounting to £344 8s., and the applicants put in a proof for £676 12s., the balance of the sum due under cl. 2 (10). That proof was rejected by the liquidator, *inter alia*, on the ground that the sum payable under cl. 2 (10) was in the nature of a penalty and not liquidated damages and was unenforceable. By this summons the applicants asked that the decision of the liquidator be reversed.

SIMONDS, J., after holding that certain other contentions of the liquidator failed, said this question did not come before the court for the first time, although the reports did not mention any of the numerous cases of this kind which had been considered. He had read the transcript of several cases in Jones & Proudfoot's "Notes on Hire Purchase Law," 2nd ed., p. 107 *et seq.* These cases covered the point he had to consider, and he felt bound to give the same meaning to this hire-purchase agreement. Here no question of penalty as against liquidated damages arose. Here there was a contract for the payment of a certain sum in a certain event, that event having happened that sum was payable. If he had to decide whether this was a penalty or a pre-estimate of damages he would be guided by the reasoning in *Roadways Transport Development, Ltd.* v. *Browne & Gray*, "Jones & Proudfoot," 2nd ed., p. 118, and hold that this was not a case of a penalty but of a genuine pre-estimate of damage. He must accordingly direct the liquidators to admit the proof.

COUNSEL: *Sellers*, K.C., and *H. M. Pratt; Winterbotham.*

SOLICITORS: *Perowne & Co.; Hugh-Jones & Flinn.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

KING'S BENCH DIVISION.

Churcher *v.* **Reeves.**

Viscount Caldecote, C.J., Humphreys and Lewis, JJ. 6th November, 1941.

Food and drugs—Milk—Deficiency in solids—Milk left unattended—Evidence accepted by justices of inferior feeding due to national emergency—Defence made out.

Appeal by case stated from a decision of Hove justices.

An information was preferred by the senior sanitary inspector of Hove, a sampling officer under the Food and Drugs Act, 1928, charging the respondent, Reeves, with having unlawfully sold milk deficient in milk-solids not milk-fat, contrary to s. 3 of the Food and Drugs Act, 1938, the deficiency alleged being measured by the standard laid down by art. 2 of the Sale of Milk Regulations, 1939. The following facts were established: On the 16th January, 1941, Reeves delivered to a company in Hove with whom he was under contract to sell his milk, 36½ gallons of milk contained in four churns. The inspector, immediately after the churns had been unloaded in his presence from the lorry in which they arrived, took a sample from each churn, all the necessary formalities required by the Act of 1938 being carried out. Samples sent to the public analyst showed a falling short of the statutory requirements in the milk in each churn. The milk in question was the product of the bulked milking of the afternoon of the 15th January and of the morning of the 16th of fourteen cows. The two churns containing the afternoon's milk were left in the dairy without supervision for some thirteen hours overnight. During the winter 1940–41 the cows were fed on hay, kale, roots, and whatever dairy cake was available. Dairy cake being the chief concentrated food for cows, lack of it, unless made up for by other food, would tend to reduce the quantity and the quality of the milk. At the material time Reeves was allowed to buy only 66 per cent. of the quantity of dairy cake which he bought in the year before the war, although he had more cows in milk at the later period. It was contended for him that the milk was sold to the purchasers in exactly the condition in which it was when drawn from the cows, and that the deficiency in milk-solids other than milk-fat could be accounted for on natural grounds. It was contended for the inspector that, the milk being deficient in milk-solids, the burden was on Reeves to prove the defence which he had raised. The justices, being of opinion that the milk was sold to the purchasers by Reeves in the same condition as it was in when drawn from the cows, dismissed the information. The inspector appealed.

Lord Caldecote, C.J., said that, while for several hours the milk had not been under observation, evidence had been accepted by the justices of a deficiency in the quantity of feeding stuffs available. By art. 2 of the Sale of Milk Regulations, 1939, milk containing less than 8·5 per cent. of milk-solids other than milk-fat was to be presumed not to be genuine "until the contrary is proved." Counsel for the inspector had referred to *Kings* v. *Merris* [1920] 3 K.B. 566, but there was no statement there that the only evidence to discharge the burden of proof on the defendant was impossibility of access to the place where the milk was kept. The question was whether there was evidence on which the justices could come to their conclusion. It was argued for the inspector that they were not entitled to arrive at that conclusion having regard to the evidence which they had accepted of the excess of water shown by two tests. In his (his lordship's) judgment there was evidence on which the justices could reach their conclusion. They must be taken to have accepted the evidence that dairy cake was the ordinary fodder used for cows, and that the lack of it reduced the quality of the milk. There was no authority for the proposition that the only way in which "the contrary" could be proved was by showing impossibility of access to the milk by evilly minded persons. That was to lay down an unnecessarily high standard of proof. There was no reason why, apart from any evidence at all of non-access to the milk, justices, having evidence about a deficiency in feeding stuffs, should not conclude that the milk was genuine. The difficulty in his (his lordship's) mind had been *Jenkins* v. *Williams*, 83 Sol. J. 499; 55 T.L.R. 639. It was argued that the only way of proving "the contrary" was the kind of evidence of non-access there relied on. All that that case decided was that, where that defence was relied on, it must be proved to the hilt; and that authority would always be followed in cases where that defence was the only one. Here there was other evidence. The appeal must be dismissed.

Humphreys and Lewis, JJ., agreed.

Counsel: *Geoffrey Lawrence; B. D. Bryant.*

Solicitors: *Sharpe, Pritchard & Co.*, for the *Town Clerk*, Hove; *Blyth, Dutton, Hardey & Blyth*, for *Graham, Hooper & Betteridge*, Brighton.

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Annual Meeting of the Bar.

The Attorney-General, Sir Donald Somervell, K.C., M.P., presiding at the annual meeting of the Bar held at Lincoln's Inn on the 16th January, cordially thanked the Council for its services during the past year. The Council, he said, doubtless committed errors and omissions, and as a democratic body was open to criticism. Much casual criticism was, however, based upon ignorance of the hard and useful work it did. He lamented the death of a distinguished figure in the law, Mr. Justice Hawke, who had left behind him many devoted friends, especially on the Western Circuit. Mr. Justice Hawke had served on the Council for twenty-four years and on the executive committee for eighteen, and had been vice-chairman.

No member of the Bar desires to escape war service, but in certain branches of its work so many barristers were serving that there was a shortage of available counsel, and further depletion might well interfere with the proper administration of justice. The matter had been discussed with the Ministry of Labour and a committee had been set up to consider evidence of the scarcity of counsel and to recommend cases in which the calling-up of barristers or barristers' clerks over thirty-five should be deferred in the interest of the administration of justice. The scheme was working satisfactorily. The relations of the Bar of England with the Canadian Bar were close and cordial, and all barristers were delighted that the Inns of Court had called to the Bar Canadian officers who were also members of the Canadian Bar, to deal with cases affecting members of the Canadian Forces. He was sure that these gentlemen would be received on circuit with the greatest hospitality and given a rousing welcome.

The difficulty of finding counsel available for poor persons' work was still great, and the Council had renewed its appeal to barristers to take poor persons' briefs. One difficulty had arisen on circuit from the rule that a poor person's brief could only be returned by leave of a judge or the committee. Under present conditions, when cases might be found to clash at short notice, there was not sufficient time for this procedure. The rule had therefore been amended to allow counsel to return a brief if he could show to the satisfaction of the conducting solicitor that another counsel could be briefed without prejudice to the case. The Attorney-General expressed the desire of the meeting to endorse the thanks of the Council for the warm greetings and great sympathy which had been expressed by the Presidents of Imperial and foreign Bars and legal associations at the destruction of English legal buildings by enemy action. He moved, to mark the entry of the United States into the war, that the meeting send to the American Bar a cordial message of comradeship and confidence in final victory—a resolution which was carried with loud applause.

Sir Herbert Cunliffe, K.C., Chairman of the Council, emphasised that the recommendations committee was in no sense concerned to exempt barristers from war service. The need for its appointment had only arisen because so many barristers had joined the services. There was a real risk that the administration of justice might be interfered with and that men and women in peril of their liberties might not be able to obtain necessary legal assistance. Mr. A. T. Miller, in spite of the many calls upon his time and energies, had served most loyally and effectively as its chairman. The present generation of barristers showed outstanding keenness to maintain the high traditions of their profession.

Mr. A. T. Miller, K.C., moving a vote of thanks to the Attorney-General, said that the task of the committee had not proved easy and that the cases of barristers' clerks had been especially difficult. The committee regarded as its imperative duty to decide in each case whether deferment ought to be recommended for the due administration of justice. It did not consider hardship nor the wish of the person concerned.

Mr. Noel B. Goldie, K.C., M.P., seconded the vote and attributed some of the difficulty in the conduct of poor persons' cases to the reluctance of local solicitors in towns other than assize towns to undertake this work. The solicitors in large cities, already hard-worked, were not anxious to take poor persons' cases from outside. The Bar Council and The Law Society should consult to see what should be done.

The vote was carried with acclamation, and the Attorney-General briefly replied.

War Legislation.

Statutory Rules and Orders, 1941 & 1942.

No. 46. **Aliens** (Employment) Order, Jan. 9.

No. 42. Aliens (Firearms, etc., Restriction) Order, Jan. 9.

E.P. 20. **Building and Civil Engineering Labour** (Returns) (No. 1) Order, Jan. 9.

No. 38. **Burma** (Non-Domiciled Parties) Divorce (Amendment) Rules, Jan. 2.

E.P. 17. **Civil Defence** Regions Order, Jan. 6.

E.P. 2070. **Consumer Rationing** Order, 1941, and Limitation of Supplies (Cloth and Apparel) Order, 1941. Licence, Dec. 19, *re* Goods supplied to H.M. or Allied Forces.

E.P. 37. **Control of Paper** (No. 36) Order, 1941. Direction No. 3, Jan. 9.

E.P. 30. Control of Rubber (No. 4) Order, Jan. 8.

No. 35. **Customs.** Export of Goods (Control) (No. 1) Order, Jan. 10.

No. 40. Customs. Export of Goods (Control) Order, Jan. 10, revoking certain Licences.

E.P. 11. **Defence.** (Women's Forces) Regs., 1941. Air Council Instructions, Jan. 1.

E.P. 34. **Food** (Restriction on Dealings) Order, 1941. Amendment Order, Jan. 8, prescribing Appointed Day and granting General Licence.

E.P. 44. **Limitation of Supplies** (Cloth and Apparel) Order, 1941. General Licence, Jan. 9.

No. 1983. **National Health Insurance** and Contributory Pensions (Internees and Other Persons) Regs., Dec. 20.

No. 47. National Health Insurance (Certificates of Exception) Regs., Jan. 5.

No. 2093. National Health Insurance (Employment under Local and Public Authorities) Amendment Order (No. 2), Dec. 29.

No. 2037. **National Service** (Misc.) (Amendment) (No. 3) Regs., Dec. 23.

No. 2151. National Service (Postponement Certificates) (Amendment) (No. 2) Regs., Dec. 23.

E.P. 24. **Preserves** (Rationing) Order, 1941. Amendment Order, Jan. 6.

E.P. 41. **Rationing** Order, 1939. Order, Jan. 10, amending Directions, Jan. 6, 1940.

No. 2117. **Safeguarding of Industries** (Exemption) (No. 6) Order, Dec. 27.